

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 24-cv-21929-BLOOM/Elfenbein

ZACHARY GRIFFIN,

Plaintiff,

v.

MOTORSPORT GAMES INC.,

Defendant.

**DECLARATION OF STANLEY BECKLEY IN SUPPORT OF
DEFENDANT'S OPPOSITION
TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

Stanley Beckley pursuant to 28 U.S.C. § 1746, hereby declares as follows:

1. I am over 18 years of age, of sound mind, and competent to make this Declaration. The facts set out in this Declaration are based on my knowledge as Chief Financial Officer of Motorsports Games Inc. ("MSGM") since November 2023 and Chief Accounting Officer for Driven Lifestyle Group LLC, its parent company, from February 2021 to May 2022, and from April 2023 to the present. If called as a witness I could, and would, testify competently to those facts.
2. Motorsports Games Inc. ("MSGM") is a publicly traded company and videogames developer, publisher, and e-sports ecosystem provider of official motorsports racing series.
3. On March 16, 2021, Zachary Griffin was hired by MSGM's subsidiary, Motorsport Games Australia Pty Ltd ("MSGM Australia"), as Director of Studio.

4. Mr. Griffin and MSGM Australia executed a written employment agreement. See DE 42-5 pp. 1-22.
5. The employment agreement requires that any amendment be void, unless in writing and signed by both parties. *Id.* at ¶19.3.
6. I am not aware of any oral agreement between Dmitry Kozko, MSGM's former Chief Executive Officer, and Mr. Griffin regarding the alleged terms of Mr. Griffin's relocation to Miami.
7. Instead, any agreement related to Mr. Griffin's employment is reflected by written amendments to his employment agreement with MSGM Australia.
8. As such, Mr. Griffin and MSGM Australia executed an amendment to Griffin's employment agreement on October 7, 2021 promoting Mr. Griffin to "Director of Technology and Director of Studio" for MSGM Australia, effective October 4, 2021.
9. All other terms of his employment remained unchanged. DE 42-12 p. 1; *see also* entire agreement clause DE 42-5 ¶19.8.
10. The amendment did not reflect any other terms and did not reference any alleged "relocation agreement." DE 42-12 p. 1; *see also* entire agreement clause DE 42-5 ¶19.8.
11. On May 6, 2022, Mr. Griffin and MSGM Australia executed a second amendment to Griffin's employment agreement. DE 42-32 p. 3 of 3.
12. Pursuant to this second amendment, his base annual salary was raised to \$240,000 plus an annual bonus of \$48,000 to be paid in two equal installments. *Id.*
13. As a result, his total compensation (i.e. base and bonus) was raised from \$240,000 to \$288,000. *Id.*
14. All other terms of his employment remained unchanged. *Id.*

15. The amendment did not reflect any other terms and did not reference any alleged “relocation agreement.” *Id.*

16. Based on my knowledge, Mr. Griffin never had any employment relationship with MSGM.

17. Based on my knowledge, Mr. Griffin never entered into any written employment contract with MSGM.

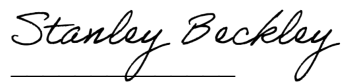
18. Based on my knowledge, Mr. Griffin was never on the payroll of MSGM.

19. I am not aware of any oral agreement between Mr. Griffin and MSGM related to Mr. Griffin’s purported “losses.”

20. In November 2023, MSGM Australia terminated Mr. Griffin effective November 3, 2023.
DE 42-49 p. 1 of 3.

21. All the records cited to this Declaration are true and correct copies of documents created at or near the time of the described events by, or from information transmitted by, a person with knowledge of the described events. In addition, each of the documents was kept in the course of a regularly conducted business activity, and it was the regular practice of that business activity to make such documents.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.



Stanley Beckley
MSGM Chief Financial Officer

Date: 04/04/2025